

Michael W. Sewright  
BURR, PEASE & KURTZ  
810 N Street  
Anchorage, AK 99501-3293  
Telephone: (907) 276-6100  
Fax No.: (907) 258-2530  
Attorneys for North Star

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA**

UNITED STATES OF AMERICA for the use of  
NORTH STAR TERMINAL & STEVEDORE  
COMPANY, d/b/a Northern Stevedoring &  
Handling, and NORTH STAR TERMINAL &  
STEVEDORE COMPANY, d/b/a Northern  
Stevedoring & Handling, on its own behalf,

Plaintiffs,

and

UNITED STATES OF AMERICA for the use of  
SHORESIDE PETROLEUM, INC., d/b/a Marathon  
Fuel Services, and SHORESIDE PETROLEUM,  
INC., d/b/a Marathon Fuel Services, on its own  
behalf,

Intervening Plaintiffs,

and

METCO, INC.,

Intervening Plaintiff,

vs.

NUGGET CONSTRUCTION, INC.; SPENCER  
ROCK PRODUCTS, INC.; UNITED STATES  
FIDELITY AND GUARANTY COMPANY; and  
ROBERT A. LAPORE,

Defendants.

Case No. 3:98-cv-009-HRH

**OPPOSITION TO NUGGET  
CONSTRUCTION'S MOTION TO  
QUASH SUBPOENAS AND FOR  
PROTECTIVE ORDER**

Plaintiff and Use Plaintiff North Star Terminal & Stevedore Company d/b/a Northern Stevedoring & Handling ("North Star") hereby responds to defendant Nugget Construction, Inc.'s March 6, 2006 Motion to Quash Subpoenas to Greg Poynor and L. D. "Randy" Randolph and for a Protective Order Limiting Discovery. Clerk's Docket No 463. The motion should be denied as moot. The depositions have already been taken by agreement of counsel.

North Star considers many of the representations contained in Nugget's unsworn memorandum in support of that motion to be incorrect and/or incomplete. North Star believes that could be substantiated by prior correspondence between counsel, including but not limited to the February 16 and February 21 correspondence referred to in Nugget's memorandum. In those and prior communications North Star's counsel gave additional reasons to take those depositions. In correspondence dated February 18, 2006, it also specifically asked whether leave of the court would be necessary, as Nugget counsel had suggested might be the case in one or two of its communications before that. On February 17 North Star formally noticed the deposition of Mr. Randolph to start the morning of February 28.

Instead of responding to that correspondence, Nugget requested on February 22 that the deposition of Mr. Randolph noticed for February 28 be rescheduled to the end of the week of March 6, and by agreement of counsel it was renoticed for March 10.

The day after receiving Nugget's motion, North Star communicated its understanding to Nugget that there had been agreement on at least the Randolph deposition. *See* Exhibit 1 attached hereto.

Following that, the parties reached agreement on taking the depositions of Mr. Randolph and Mr. Poynor, including inquiry into Mr. Randolph's relationship with Oles Morrison Rinker

and Baker, and those depositions were taken last week. North Star does not intend to depose those individuals further. Only in the event of the discovery of significant new information involving those witnesses might that change, and in that event North Star would first request leave of the court or obtain a written stipulation.

Therefore, there is no need to quash the subpoenas, which have already been exercised, or to enter a protective order, since the discovery has already been had.

Undersigned counsel understands that Nugget will be withdrawing that motion.

Dated at Anchorage, Alaska, on March 17, 2006.

s/ Michael W. Sewright  
Burr, Pease & Kurtz  
810 N Street  
Anchorage, Alaska 99501  
Phone: (907) 276-6100  
Fax: (907) 258-2530  
E-mail: bpk@bpk.com  
Alaska Bar No. 7510090

CERTIFICATE OF SERVICE

I certify that on the 17th day of March 2006, a copy of the foregoing OPPOSITION TO NUGGET CONSTRUCTION'S MOTION TO QUASH SUBPOENAS AND FOR PROTECTIVE ORDER was served electronically to:

Steven S. Shamburek, Esq.  
Traeger Machetanz, Esq.  
Paul D. Stockler  
Herbert A. Viergutz  
C. Patrick Stoll, Esq.

s/ Michael W. Sewright